

# **HOMELAND SECURITY OVERSIGHT COMMITTEE (HSOC) AGREEMENT**

## **Acceptance of Homeland Security Grant Equipment**

**GRANT: FY06 Homeland Security Grant**

### **Project Being Funded-**

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The (LEAD RPC) hereby agrees to transfer ownership of the equipment/supplies (hereafter described as equipment) described on the attached purchase order/invoice and purchased under grant # to the ("Jurisdiction") to enhance the Region's capabilities to deter and/or respond to acts of terrorism and other disasters affecting Region (\*). The Jurisdiction listed above agrees to accept the specified equipment and comply with all provisions detailed in this Agreement.

Reporting and Monitoring Requirements: The Jurisdiction agrees to provide its HSOC and SEMA with annual reports on the status and use of the equipment and on the training of personnel to ensure proper and safe use of the equipment. SEMA will provide a report form for Jurisdiction use and provide adequate time prior to the reporting deadline for the Jurisdiction to compile and submit the necessary information. The Jurisdiction shall permit monitoring by HSOC, SEMA or appropriate federal Jurisdiction representatives, and comply with such reporting procedures as may be established by the HSOC or SEMA. The Jurisdiction shall maintain all related records for five (5) years after the date on which the Jurisdiction accepts the equipment. Although information will be provided to HSOC by Jurisdiction, HSOC, (LEAD RPC) and SEMA has no obligation to maintain or repair the equipment or ensure that the equipment is used safely or properly.

Inventory Control: The Jurisdiction agrees to maintain inventory control on any equipment provided through this agreement, where the value of any one individual item is \$3,000 or more, for a minimum of five (5) years or until the fair market value of the items are zero dollars, whichever comes first. Inventory records must include a serial number or other identification number, acquisition date and description of the equipment. HSOC or SEMA may, if required by state or federal granting agencies, require an on-site inspection of the equipment on an annual basis. A control system must be developed to ensure proper maintenance and adequate safeguards to prevent loss, damage, or theft of the equipment. The Jurisdiction will also exchange and replace any expendable supplies used or degraded for a minimum of five (5) years or until the fair market value of the equipment is 0, whichever comes first.

Non-Supplanting Certification: The Jurisdiction affirms that federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds.

Maintenance of Equipment and Qualified Personnel: The Jurisdiction affirms that it has access to staff and other equipment to use the subject equipment in a timely manner once requested or deployed. The Jurisdiction affirms that it has properly trained and qualified personnel to operate and maintain equipment provided through this Agreement, and the Jurisdiction agrees to maintain training of personnel to ensure proper and safe use of the equipment. The Jurisdiction agrees to assume financial responsibility for monthly or use service charges, if within the (5) year time period of this Agreement.

Title: The Jurisdiction agrees to accept title to the equipment provided under this agreement if such title is required and properly register the title, if registration is required.

LEAD RPC  
ADDRESS  
PHONE NUMBER  
DATE

Insurance: The Jurisdiction agrees to maintain property and casualty insurance on the equipment provided under this Agreement in an amount at least equal to the value of the equipment for a minimum of five (5) years, or until such time as the equipment's value is determined to be zero dollars, whichever time occurs first.

Report of Loss or Expiration: The Jurisdiction agrees to notify HSOC and SEMA within ten (10) working days of the loss, damage or expiration of the equipment/supplies provided through this Agreement. The Jurisdiction understands that neither HSOC or SEMA, or federal agencies are able to replace items lost, damaged or expired. The Jurisdiction is required to commit to sustain capabilities gained through the acceptance of the equipment/supplies covered through this Agreement.

Interest of members of HSOC, SEMA, or Lead RPC: No officer, member, or employee of HSOC, SEMA or Lead RPC and no member of governing bodies, and no other public official of the governing bodies of the localities in which the equipment is provided who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this agreement that affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Termination of Agreement for cause: If through any cause, the Jurisdiction shall fail to perform in a timely and proper manner its obligations under this Agreement or if the Jurisdiction shall violate any of the covenants, agreements or stipulations of this Agreement, HSOC shall have the right to terminate this Agreement by specifying the effective date thereof within five (5) years after the date on which the Jurisdiction accepts the equipment described in Attachment 1. The date of notice shall be at least five (5) days before the effective date of such termination. Upon termination, Jurisdiction shall immediately return subject equipment to the current Homeland Security Oversight Committee.

Liability: With the transfer of ownership of the equipment specified by this Agreement, the Jurisdiction shall take necessary steps to insure or protect itself, its personnel, and the equipment, and to comply with all applicable local, state and federal laws or other governmental requirements regarding ownership or use of the equipment, including, without limitation, all safety and security standards. HSOC, (LEAD RPC) and SEMA, are not the manufacturer of the equipment and have no responsibility with respect to the equipment or any use or storage thereof, or any accidents or claims relating thereto. HSOC, (LEAD RPC) and SEMA make no representations or warranties, express or implied, regarding the equipment, whether arising by operation of law or otherwise, and expressly disclaim any and all warranties of merchantability, of fitness for a particular purpose of use, of non-infringement, of title, condition, quality or workmanship, or in any other respect. In no event shall (LEAD RPC) or SEMA be liable to the Jurisdiction for any indirect, incidental, consequential, special, and exemplary or punitive damages. To the extent permitted by law, the Jurisdiction will defend, indemnify HSOC, (LEAD RPC) and SEMA against and reimburse them for any claims against HSOC, (LEAD RPC) and SEMA that are based in whole or in part on damages or injuries allegedly caused by the equipment any use or other aspect thereof and any costs or expenses, including, without limitation, reasonable attorneys' fees incurred by HSOC, (LEAD RPC) or SEMA in connection with any such claims or any breach by Jurisdiction of this Agreement.

Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Notices. All notices regarding this Agreement will be considered properly delivered if sent by US postal mail, email or fax to the following:

LEAD RPC  
ADDRESS  
PHONE NUMBER  
DATE

**For (LEAD RPC) :**

Address:

City:

State:

Zip:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**For RSOC**

RSOC Chairperson: \_\_\_\_\_

Date:

\_\_\_\_\_

RSOC Vice Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

**For (JURISDICTION):**

Name:

Title:

Address:

City/State/Zip:

Fax number:

Email address:

For Jurisdiction:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment 1 – Description of Equipment (Purchase Order/Invoice)

LEAD RPC  
ADDRESS  
PHONE NUMBER  
DATE